

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>AAMCO TRANSMISSIONS, INC.,</b>	:	
<b>Plaintiff,</b>	:	<b>CIVIL ACTION</b>
	:	
<b>v.</b>	:	
	:	
<b>JAMES DUNLAP,</b>	:	<b>No. 11-4009</b>
<b>Defendant.</b>	:	

**ORDER GRANTING PRELIMINARY INJUNCTION**

**AND NOW**, this 16<sup>th</sup> day of **August, 2011**, upon consideration of Plaintiff's Motion For Preliminary Injunction, Defendant's response thereto, Plaintiff's reply thereon, Defendant's Motion to Dismiss and Compel Arbitration, following a preliminary injunction hearing conducted by the Court on August 9, 2011, and for the reasons stated in this Court's Memorandum dated August 16, 2011, it is hereby **ORDERED** that:

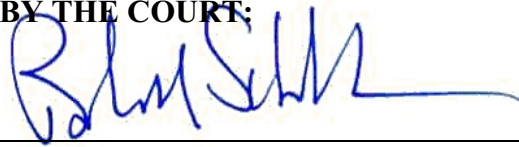
1. AAMCO's motion for a preliminary injunction (Document No. 4) is **GRANTED**.
2. Defendant, his officers, agents, servants, employees and those persons in active concert or participation with him, are hereby enjoined — in connection with Defendant's automotive repair business located at 1330 S. Military Highway, Chesapeake, VA 23320 (the "Center") — as follows:
  - a. from using in any manner, including without limitation on or in any signs, stationery, letterheads, forms, printed matter or advertising, the proprietary marks "AAMCO," "AAMCO Transmissions" or similar names or marks.
  - b. from advertising or otherwise holding themselves out, directly or indirectly, as an authorized franchisee of AAMCO or as being in any way sponsored by or connected or associated with AAMCO.

- c. from doing anything to cause potential purchasers of transmission repair services to believe that any services or repairs performed by Defendant or any business with which he is associated originate with AAMCO or are endorsed or sponsored by AAMCO.
  - d. to deliver to AAMCO all materials from the Center, including without limitation signs, stationery, letterhead, forms, printed matter and advertising, which contain the proprietary marks “AAMCO,” “AAMCO Transmissions,” or similar names or marks.
  - e. to transfer to AAMCO or at AAMCO’s direction, each telephone number listed by Defendant under the designation “AAMCO Transmission” or any similar designation, including the telephone number (757) 424-6444, and execute any instruments and take such steps as may be necessary or appropriate to transfer each such telephone numbers.
  - f. from engaging in, directly or indirectly, the transmission repair business within a ten mile radius of 1330 S. Military Highway, Chesapeake, VA 23320 for a period of one year from the date of this Order.
  - g. to serve on AAMCO within thirty days after the issuance of this Order, a report in writing, under oath, setting forth in detail the measures undertaken by Defendant to comply herewith.
3. AAMCO shall post a bond with the Clerk of Court in the amount of \$100,000 within seven days of the date of this Order.
4. Dunlap’s motion to dismiss and compel arbitration (Document No. 7) is **DENIED**

**in part and GRANTED in part** as follows:

- a. The motion to compel arbitration is **GRANTED**.
  - b. The motion to dismiss is **DENIED**. Instead, this action will be **STAYED** while the parties arbitrate their disputes.
5. The Preliminary Injunction issued by this Court shall remain in full force and effect until further Order of this Court.

**BY THE COURT:**



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**Berle M. Schiller, J.**